

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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RECORDATION NO. 24133-A FILED
APR 28 '03 11-22 AM
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

April 28, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 1 to Security Agreement, dated as of April 28, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 24133.

The names and addresses of the parties to the enclosed document are:

Lessor: ACF Acceptance X, Inc.
620 North Second Street
St. Charles, Missouri 63301

Lessee: UPS Capital Corporation
740 S. Decatur Blvd.
Atlanta, GA 30328

A description of the railroad equipment covered by the enclosed document is:

6 railcars: CCLX 52195 – CCLX 52200

Mr. Vernon A. Williams
April 28, 2003
Page Two

A short summary of the document to appear in the index follows:

Supplement No. 1 to Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anr
Enclosures

SUPPLEMENT NO. 1 TO
SECURITY AGREEMENT
DATED AS OF APRIL 28, 2003
(Addition of Collateral)

RECORDATION NO. 24133-1A FILED
APR 28 '03 11-22 AM
SURFACE TRANSPORTATION BOARD

This is Supplement No. 1 (the "Supplement") to the Security Agreement dated as of September 30, 2002 (as amended and supplemented, the "Security Agreement"), by and between ACF ACCEPTANCE X LLC, a Delaware limited liability company (the "Debtor") and UPS Capital Corporation (the "Lender").

WHEREAS, the Debtor and the Lender, entered into the Security Agreement dated as of September 30, 2002 pursuant to which the Debtor assigned, mortgaged, pledged, hypothecated, transferred and set over to the Lender and granted the Lender a first priority lien on and security interest in all of the Debtor's right, title and interest in and to, among other things, certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to that certain Loan Agreement dated as of September 30, 2002 (as amended and supplemented, the "Loan Agreement"), among the Debtor and the Lender;

WHEREAS, the Security Agreement was recorded on September 30, 2002 with the Surface Transportation Board, Recordation No. 24133, and deposited with the Registrar General of Canada, Recordation No. 14292; and

WHEREAS, this Supplement is executed and delivered pursuant to the Security Agreement in order to more particularly identify certain of the Collateral which the Debtor has assigned and granted, or does hereby assign and grant, a security interest in and to the Lender, and to confirm the assignment under, and security interest created by, the Security Agreement with respect to such Collateral.

NOW, THEREFORE, for good and valuable consideration the parties hereto hereby agree as follows:

1. Grant of Security Interest. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers, sets over and grants to the Lender a first priority lien on and security interest in, in each case pursuant to the Security Agreement and as collateral security for payment and performance of the Obligations (as such term is defined in the Security Agreement), all and singular of the Debtor's rights, title and interest in and to the following Collateral described in paragraphs (a) and (b) hereof:

(a) All of the railroad rolling stock and standard gauge rolling stock listed on Supplemental Schedule No. 1 ("Supplemental Schedule") hereto together with all accessories, equipment, parts, additions, improvements, accessions and appurtenances appertaining or attached to such Equipment, whether now owned or hereafter acquired by Borrower, and all substitutions, replacements accumulations or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom (the "Equipment").

(b) All right, title, interest, claims and demands of the Debtor in, to and under each and every lease, including without limitation the leases listed on Supplemental Schedule hereto, (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) now or hereafter entered into relating to the Equipment but to and only to the extent relating to the Equipment (each such portion of such lease being an "Equipment Lease"), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Equipment (the "Equipment Lease Proceeds"), provided the Lender shall be entitled to collect and receive the Equipment Lease Proceeds only upon the occurrence of and during the continuance of an Event of Default.

2. Interpretation. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein or in the Loan Agreement or by reference therein are used herein as defined therein. Schedule A to the Security Agreement shall be amended and supplemented by Supplemental Schedule hereto to include the Equipment and the Equipment Leases more fully described on Supplemental Schedule hereto and Supplemental Schedule hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in any other Loan Documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Supplemental Schedule hereto, and each reference to "Equipment" or "Equipment Lease" in any other Loan Documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Supplemental Schedule hereto. Each reference to the "Security Agreement" in the Security Agreement and each of the other Loan Documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Ratification. The Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan Documents.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF ACCEPTANCE X LLC, as Debtor

By: ACF ACCEPTANCE LLC,
its Managing Member

By: ACF INDUSTRIES, INCORPORATED,
its Managing Member

By: 

Name: Robert J. Mitchell

Title: Senior Vice President-Finance

UPS CAPITAL CORPORATION, as Lender

By: _____

Name: _____

Title: _____

[Signature Page to Supplement No. 1 to Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

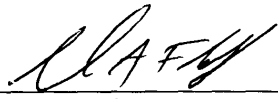
ACF ACCEPTANCE X LLC, as Debtor

By: ACF ACCEPTANCE LLC,
its Managing Member

By: ACF INDUSTRIES, INCORPORATED,
its Managing Member

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

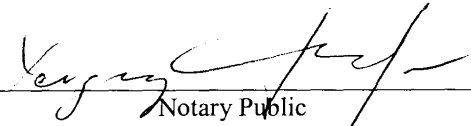
UPS CAPITAL CORPORATION, as Lender

By: 
Name: Charles Flagg
Title: VP Leasing Operations

[Signature Page to Supplement No. 1 to Security Agreement]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of April, 2003, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that she resides in Nassau County, State of New York and is Senior Vice President of Finance of ACF Industries, Incorporated, the sole member of the sole member of ACF Acceptance X LLC; that said instrument was signed on behalf of said company on the date hereof by authority of the Board of Directors of ACF, Industries, Incorporated; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

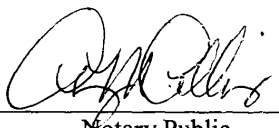


Notary Public

YEVGENY FUNDLER
Notary Public State of New York
No. 02FU6048929
Qualified in New York County
Commission Expires August 21, 2008

STATE OF Georgia)
) ss.:
COUNTY OF Bartow)

On this 2 day of April, 2003 before me, personally appeared Charles Flagg, to me known, who being by me duly sworn, says that he resides in Cherokee County, State of Georgia and is Vice President Leasing Operations of UPS Capital Corporation, that said instrument was signed on behalf of said company on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public
My commission expires November 28, 2004

SUPPLEMENTAL SCHEDULE No. 1

Lessee	Contract	Rptg Mark	Car Number
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52195
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52196
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52197
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52198
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52199
CORN PRODUCTS INTERNATIONAL INC	Lease Supplement # 6	CCLX	52200